

Claims 4, 5, and 12-16 depend from independent claim 1, and claims 7 and 8 depend from independent claim 6.

## II. Allowed claims

The Examiner has indicated that claims 6-8 have been allowed.

## III. Claim rejections under 35 U.S.C. § 102(b)

The Examiner has rejected claims 1, 4, 5, 12, and 15 under 35 U.S.C. § 102(b) over Higuma (U.S. 5,701,995). Higuma, however, fails to teach or suggest a sealing member having a bottom side with an edge region opposed by and unattached to the reservoir, and a top side with a major substantially planar portion bonded to the packaging material including a region opposite the edge region of the bottom side of the sealing member, as now recited in independent claim 1.

In each of the embodiments disclosed in Higuma, the sealing tape 5 is bonded to the packaging material 21 at locations that are not opposed by the container cartridge 1. For example, in the embodiments of FIGS. 7-10 the sealing tape 5 is fused to the packaging material 21 at two free-standing ends 5a, 5b that are displaced away from container cartridge 1; the regions of the sealing tape 5 that are opposed by the container cartridge 1 are not bonded to the packaging material 21. In the embodiment of FIG. 11, only one free-standing edge 5a of sealing tape 5 is fused to the packaging material 21; the regions of the sealing tape 5 that are opposed by the container cartridge 1 are not bonded to the packaging material 21. Similarly, in the embodiment of FIG. 15, only one free-standing end 5b of sealing tape 5 is fused to the packaging material 21; the regions of the sealing tape 5 that are opposed by the container cartridge 1 are not bonded to the packaging material 21.

Higuma is concerned with a package for a container cartridge 1 that is subject to leakage of ink from ink supply port 2. In this regard, in each embodiment, Higuma provides a package that may be torn open such that the container cartridge 1 remains within a portion of the opened package before the ink supply port 2 is unsealed. According to Higuma:

It is not until after the second opening step that the container cartridge is taken out. In addition, when the sealing tape 5 is

removed from the opening of the container cartridge, the openings 2 and 3 of the container cartridge are still within the package material. Therefore, even if the ink exists in the openings 2 and 3, the ink scatters only into the package material so that the result is only the contamination of the inside of the package material, without contamination of the operator's hand or wear. By the reduction of the space in the ink supply port 2, the amount of the scattered ink can be reduced. (Col. 6, lines 55-65)

In addition, Higuma has indicated that:

[I]t is preferable that when the sealing type is removed from the container cartridge, it is preferable that it is removed first from the air vent 3. When the internal pressure of the container cartridge 1 sealed by the tape 5 is high due to the ambient condition (temperature and pressure change), the opening of the air vent 3 having a smaller opening area than the ink supply port 2 provides the atmospheric pressure with the inside of the ink cartridge, thus properly preventing the ink discharge through the ink supply port 2. (Col. 8, lines 11-20)

Thus, Higuma teaches that it is desirable to remove the seal tape 5 from one end to the other so that the air vent 3 may be opened before the ink supply port 2.

Because of Higuma's objective to keep container cartridge 1 within a portion of the opened package before unsealing ink supply port 2, Higuma has proposed a number of ways to secure seal tape 5 to the remaining portion of the opened package. In addition, Higuma secures seal tape 5 to the remaining portion of the opened package so that seal tape 5 may be peeled off of the container cartridge 1 from the air vent end to the ink supply port end. In each of these proposed ways, one or two free-standing ends of seal tape 5 are fused (or otherwise bonded) to one or both end seals of the package to provide an area for a user to hold an end of seal tape 5 with one hand, while twisting container cartridge 1 (embodiments of FIGS. 7-14) or pulling the other end of seal tape 5 (embodiment of FIG. 15) with the other hand.

Higuma, however, fails to teach or suggest a sealing member having a bottom side with an edge region opposed by and unattached to the reservoir, and a top side with a major substantially planar portion bonded to the packaging material including a region opposite the edge region of the bottom side of the sealing member, as now recited in independent claim 1. Indeed, the only places where Higuma could attach regions of seal tape 5 that would be

opposed by container cartridge 1 are the smooth interior walls of the package, not at the end seals. With these attachment locations, the user would have to grip the smooth exterior side wall of the package in an awkward way that would risk distorting the remaining portion of the opened package during removal of container cartridge 1 and, thereby, risk leakage of ink onto the user. In addition, with these attachment locations, it would be more difficult to guide the user to remove the seal tape 5 in a way that unseals air vent 3 before ink supply port 2.

In sum, Higuma does not teach or suggest a sealing member having a bottom side with an edge region opposed by and unattached to the reservoir, and a top side with a major substantially planar portion bonded to the packaging material including a region opposite the edge region of the bottom side of the sealing member, as now recited in independent claim 1. Indeed, as explained above, such a construction would defeat two major objectives of Higuma's invention.

For at least these reasons, the Examiner's rejection of independent claim 1 under 35 U.S.C. § 102(b) over Higuma should be withdrawn. Dependent claims 4, 5, 12, and 15 incorporate the features of independent claim 1 and therefore are patentable for at least the same reasons.

#### IV. Claim rejections under 35 U.S.C. § 103(a)

For the purpose of the following discussion, the examiner is reminded that:

To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the references or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not on applicants' disclosure.

MPEP § 706.02(j). Furthermore, as pointed out by the Patent Office Board of Appeals and Interferences:

The examiner should be aware that "deeming" does not discharge him from the burden of providing the requisite factual basis and establishing the requisite motivation to support a conclusion of obviousness.

Ex parte Stern, 13 USPQ2d 1379 (BPAI 1989).

The Examiner has rejected dependent claims 13 and 14 under 35 U.S.C. § 103(a) over Higuma in view of Olsen (U.S. 6,012,807). In particular, the Examiner has indicated that:

Higuma et al. does not disclose that the deadened adhesive is a layer of polyester located between the label and the reservoir.

Nevertheless, Olsen et al. discloses an adhesive being a layer of polyester located between the label and the reservoir (column 27, lines 9-12) for the purpose of providing improved resistance to the corrosive effects of ink.

Therefore, it would have been obvious to a person having ordinary skill in the art at the time the invention was made to provide Higuma et al. with a layer of polyester as disclosed by Olsen et al. for the purpose of providing improved resistance to the corrosive effects of ink.

Dependent claims 13 and 14 incorporate the features of independent claim 1 and, therefore, these claims are patentable for at least the same reasons explained above.

Dependent claims 13 and 14 also are patentable for the following additional reasons.

Claim 13 requires that the deadened adhesive at the edge regions, which is opposed by and unattached to the reservoir, be a layer of polyester located between the sealing member and the reservoir. Claim 14 requires that the deadened adhesive be a layer of material that reduces bonding of the edge region of the sealing member to the reservoir.

The Examiner has asserted that each of the ends 5a, 5b of seal tape 5 in the embodiment of FIG. 7 corresponds to a region of deadened adhesive. The ends 5a, 5b of seal tape 5, however, are not opposed by container cartridge 1, as required by claims 13 and 14. In addition, the ends 5a, 5b of seal tape 5 are fused (or otherwise bonded) to the end seals of the package enclosing container cartridge 1. There is no motivation in either Higuma or Olsen that would motivate one of ordinary skill in the art to reduce bonding between the seal tape 5 and the fused end seals of the package by introducing polyester between the seal tape ends 5a, 5b and the package end seals, as proposed by the Examiner. Indeed, reducing the

Applicant : Michael S. Ardito  
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Page : 7

Attorney's Docket No.: 10002467-1

bonding strength between the seal tape ends 5a, 5b and the package would reduce Higuma's objective of providing means for "removing a sealing member which is integral with a packing material by taking the container cartridge out of the package material" (col. 4, lines 21-23).

For at least these additional reasons, the Examiner's rejection of dependent claims 13 and 14 under 35 U.S.C. § 103(a) over Higuma in view of Olsen should be withdrawn.

VII. Conclusion

For the reasons explained above, all of the pending claims are now in condition for allowance and should be allowed.

Charge any excess fees or apply any credits to Deposit Account No. 08-2025.

Respectfully submitted,

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Edouard Garcia  
Reg. No. 38,461  
Telephone No.: (650) 631-6591

Please direct all correspondence to:

Hewlett-Packard Company  
Intellectual Property Administration  
Legal Department, M/S 35  
P.O. Box 272400  
Fort Collins, CO 80528-9599



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APPENDIX

Marked-up versions of the claimed amended by the Response filed September 6, 2002, are presented below.

In the claims:

1. (Second Amendment) A package assembly for an ink-jet reservoir, comprising:
  - an ink-jet reservoir having a fluid orifice;
  - packaging material sealed to enclose the ink-jet reservoir [a label removably and adhesively bonded to the reservoir and sealing the orifice]; and
  - a sealing member having a bottom side with a bonding region bonded to the reservoir and sealing the orifice and an edge region opposed by and unattached to the reservoir, and a top side with a major substantially planar portion bonded to the packaging material including a region opposite the edge region of the bottom side of the sealing member [pouch material sealed to form a chamber, the label being bonded to a wall of the chamber surrounding the reservoir].
4. (Second Amendment) The package assembly of claim 1, wherein the packaging material is clear and the sealing member is a label with the top side exposed to be read through the packaging material [the pouch material has a longitudinal seal located directly opposite from the label].
5. (First Amendment) The package assembly of claim 1, wherein the bottom side edge region of the sealing member corresponds to [label has] a lateral margin of deadened adhesive [at one end so that when the label and pouch material are removed from the reservoir the bond between the pouch material and the label is substantially in shear and the bond between the label and the reservoir is substantially in tension].

Please cancel claim 11 without prejudice.

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12. (First Amendment) The package assembly of claim 5 [11], wherein the margin of deadened adhesive forms a preferential peeling front between the sealing member [label] and the reservoir.

13. (First Amendment) The package assembly of claim 5 [11], wherein the deadened adhesive is a layer of polyester located between the sealing member [label] and the reservoir.

14 (First Amendment) The package assembly of claim 5 [11], wherein the deadened adhesive is a layer of material that reduces bonding of [the adhesive bond between] the edge region of the sealing member to [label and] the reservoir.

15. (First Amendment) The package assembly of claim 5 [11], wherein each bottom side region of the sealing member is opposed by a wall of the reservoir [has a wall on which the label is adhesively bonded, said wall having a plurality of margins around its periphery and the label is sized to be within said margins].

Please add the following new claim.

--16. The packaging assembly of claim 1, wherein bonding strength between the major substantially planar portion of the sealing member top side and the packaging material is greater than bonding strength between the bonding region of the sealing member bottom side and the reservoir.--